सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

SWMCS LTD. (R) Authorised Signatory Head Office : EAS # 14, Nagda Nagar, Bangalore-73.

e-Stamp

Certificate No.	:	**IN-KA46418463353319R**
Certificate Issued Date	:	08-Jul-2019 10:50 AM
Account Reference	:	NONACC (FI)/ kacrsfl08/ BANGALORE11/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKACRSFL0819433163698817R
Purchased by	:	MADHURAJ H N
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER BYATARAYANAPURA DIVISION BBMP
Second Party	:	MADHURAJ H N
Stamp Duty Paid By	:	MADHURAJ H N
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

Please write or type below this line

AGREEMENT

Agreement No. 62 **/19-20**

This agreement made on this 15th day of July 2019 Between the Executive Engineer Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore – 92, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore. (hereinafter called "the Employer") of the one part and Sri. Madhuraj H.N, Thirumala complex, DVG Road, Bagepalli-561207 (hereinafter called "the Contractor") of the other part.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

9/07

Madhuraj HN

Where as the Employer is desirous that the Contractor to execute the work of **Supply of GI Pipes PVC Cable, Panel Boards MS Boxes PVC Pipe and other Necessary accossaries to Existing Borewells in Ward no. 06 Surrounding area Byatarayanapura Sub Division** for WORK CODE: 006-19-000057 Indent No. 35692 of Tender Notification No. EE/BTP/BBMP/E-PMT/06/2019-20, Date: 15.06.2019 The above work was Administratively Approved by the Chief Engineer vide No. BBMP/CE/YNK/PR/15/19-20 Dt:09.05.2019 & Technically Sanctioned by the Executive Engineer vide No. BBMP/EE/BTP/PR/ /19-20 Dt:09.05.2019 (Hereinafter called "the Works") and the Employer has accepted the tender of the Contractor for the execution and completion of such works and the remedfying of any defects therein at a contract price **Rs. 17,55,932.25 (Rupees Seventeen Lakhs Fifty Five thousand Nine hundred Thirty Two and Twenty Five only)** Which works out -1.06% Below The contractor has paid 5% FSD Amount Rs. 87800/- paid through DD vide No. 368159 Date:03.07.2019 Vijaya Bank, Byatarayanapura Branch and Difference amount Rs. 18944/- paid through DD vide No. 441267 Date: 06.07.2019 Vijaya Bank, Byatarayanapura Branch.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
5. The EMD and SD amount will be returned after successful completion of ONE year.
6. The Income Tax at the rate of 1%, GST at 4% and Cess at 1% will be Deducted and certificate will be issued in favour of the Contractor from every running bill / final bills of the contractor
7. Sub-Letting of work is prohibited.
8. The defect liability period for Civil works & Asphalt works upto 20mm thick maintenance period is one year & more than 20mm thick maintenance period is two year from the date of final bill. The E.M.D and S.D. will be refunded only after the defect liability period.
9. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
10. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
11. For Asphalting works i.e., BM and BC those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply.
    Further Details of the Work can be obtained from the Office of the Executive Engineer Byatarayanpura Division, BBMP office, Byatarayanpura Bangalore –92
12. The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz.:
    - i) Letter of Acceptance;
    - ii) Notice to proceed with the works;
    - iii) Contractor's Tender as per e-proc Portal.
    - iv) Contract Data as per e-proc Portal.;
    - v) Conditions of contract (including Special Conditions of Contract);
    - vi) Specifications;
    - vii) Drawings;
    - viii) Bill of quantities; and
    - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of
was hereunto affixed in the presence of : 1)_____

2)_____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor _____

In the presence of :

Binding Signature of Employer:

Executive Engineer
Byatarayanapura Division,
B,B,M,P. Bangalore –92.